

EXHIBIT E



CAPITAL FUNDING, LLC

June 10, 2016

VIA FEDERAL EXPRESS OVERNIGHT MAIL & EMAIL

22 Maple Street, LLC
25 Oriol Drive, LLC
59 Coolidge Road, LLC
20 Kinmonth Road, LLC
Synergy Health Centers LLC
2363 Lakewood Road, Suite 200
Toms River, NJ 08755
Attention: Zisha Lipschutz
Zisha@newenglandhc.com

Re: Demand for Payment

Dear Mr. Lipschutz:

Reference is hereby made to (i) that certain Loan Agreement dated as of March 4, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; all capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Loan Agreement), by and among 22 Maple Street, LLC, a Delaware limited liability company; 25 Oriol Drive, LLC, a Delaware limited liability company; 59 Coolidge Road, LLC, a Delaware limited liability company and 20 Kinmonth Road, LLC, a Delaware limited liability company (each a "Borrower" and collectively, the "Borrowers"), the Lenders that are party thereto, and Capital Funding, LLC, a Maryland limited liability company, as a Lender and as Agent (the "Agent"); (ii) the other Loan Documents, and (iii) that certain Forbearance Agreement dated as of February 12, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Forbearance Agreement"), by and among the Agent, the Lenders, the Borrowers, and Avi "Zisha" Lipschutz, Dov Newmark and Larry Lipschutz, as the Guarantors.

The Borrowers failed to pay the outstanding Debt and Loan Obligations on or before the Maturity Date. The Agent and the Lenders hereby demand immediate payment of the full amount of the Debt. As of the date hereof, the outstanding Debt is approximately \$33,839,456.09, which amount is exclusive of accrued fees, costs and expenses that have been incurred by the Agent and the Lenders and are obligations of the Borrowers. In accordance with the provisions of the Loan Agreement and the other Loan Documents, until indefeasible payment in full of the Debt and the other Loan Obligations, interest (at the applicable rate set forth in the Loan Documents, including, without limitation, the Default Rate) shall continue to accrue and the Borrowers and the Guarantors shall continue to be liable for the payment of all fees, costs and expenses incurred by the Agent and the Lenders, including, without limitation, internal and

external attorneys' fees, as well as all costs of collecting the Debt and the other Loan Obligations.

If the Borrowers fail to immediately remit to the Agent the full and indefeasible payment in cash of the entire Debt, the Agent and the Lenders reserve the right to pursue all rights and remedies available to them under the Loan Agreement, the other Loan Documents and applicable law.

Any partial payment by the Borrowers or any other Person of any amount owing to the Agent under the Loan Agreement may, at the Agent's option, be accepted and applied to any due and unpaid balance in its sole discretion. If so accepted, however, such partial payment shall be without waiver of or prejudice to any rights or remedies available to the Agent and the Lenders on account of any violations of the Loan Agreement or any of the other Loan Documents including, without limitation, the Events of Default set forth in Agent's letter to Borrowers dated May 12, 2016 (the "Subject Defaults").

Please be advised that the Agent and the Lenders hereby reserve all rights under the Loan Agreement and the Loan Documents, including with regard to any additional Events of Default. Any action or inaction that the Agent or the Lenders determine, in their sole discretion, to take from and after the occurrence of the Subject Defaults shall not operate as a waiver of any Subject Defaults or Events of Default or any right or remedy under the Loan Agreement or Loan Documents, and will not be deemed to establish a course of conduct nor justify an expectation by the Borrowers that the Agent or any Lender will take any further action or continue to not take any action and will not preclude the Agent or any Lender from exercising any and all remedies available at any time thereafter. The Agent and the Lenders hereby further expressly reserve every right, power and remedy specifically provided by the Loan Agreement and Loan Documents, now or hereafter existing at law, in equity or by statute and each and every right, power and remedy, whether specifically given by the Borrowers or otherwise existing, which may be exercised from time to time and as often and in such order as may be deemed expedient by the Agent or any Lender and the exercise or beginning of the exercise of any such right, power or remedy shall not be construed as a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.


The Agent and the Lenders acknowledge that discussions addressing the Subject Defaults may take place in the future. During the course of such discussions, the Agent, the Lenders and the Borrowers may touch upon and possibly reach a preliminary understanding on one or more issues prior to concluding negotiations. Notwithstanding this fact and absent an express written waiver by the Agent and the Lenders, the Agent and the Lenders will not be bound by an agreement on any individual issue unless and until an agreement is reached on all issues and such agreement is reduced to writing and signed by the Agent, the Lenders and the Borrowers and any other applicable third party.

As of the date of this letter, there are no offers outstanding from the Agent or any Lender to the Borrowers. There are no oral agreements between the Agent or any Lender and the Borrowers and any agreements concerning the Loan Obligations are expressed only in the existing Loan Agreement and the other Loan Documents. The duties and obligations of the

Borrowers, the Lenders and the Agent shall be only as set forth in the Loan Agreement and Loan Documents.

Very truly yours,

CAPITAL FUNDING, LLC

By: 
Name: Erik Howard
Its: Managing Director

cc:

Gutnicki LLP
4711 Golf Road, Suite 200
Skokie, Illinois 60076
Attention: Abraham A. Gutnicki, Esq.
agutnicki@gutnicki.com
(via Federal Express Overnight Mail and Email)

Aaron Lichtman
lichtman@outsidetbb.com
(via Email)



CAPITAL FUNDING, LLC

June 10, 2016

VIA FEDERAL EXPRESS OVERNIGHT MAIL & EMAIL

Avi "Zisha" Lipschutz
17 Van Winkle Road
Wesley Hills, NY 10952

Dov Newmark
1657 Hidden Lane
Lakewood, NJ 08701

Larry Lipschutz
22 Dolson Road
Monsey, NY 10952

Re: Demand for Payment

Dear Gentlemen:

Reference is hereby made to (i) that certain Loan Agreement dated as of March 4, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; all capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Loan Agreement), by and among 22 Maple Street, LLC, a Delaware limited liability company; 25 Oriol Drive, LLC, a Delaware limited liability company; 59 Coolidge Road, LLC, a Delaware limited liability company and 20 Kinmonth Road, LLC, a Delaware limited liability company (each a "Borrower" and collectively, the "Borrowers"), the Lenders that are party thereto, and Capital Funding, LLC, a Maryland limited liability company, as a Lender and as Agent (the "Agent"); (ii) the other Loan Documents, (iii) that certain Forbearance Agreement dated as of February 12, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Forbearance Agreement"), by and among the Agent, the Lenders, the Borrowers, and each of you as Guarantors, and (iv) that certain Guaranty of Payment and Performance dated as of March 4, 2014 by and between each of you, as the Guarantors, and the Agent (the "Guaranty").

The Borrowers failed to pay the outstanding Debt and other Loan Obligations on or before the Maturity Date. Pursuant to Section 1.4 of the Guaranty, the Agent and the Lenders hereby demand from each of you as Guarantors, on a joint and several basis, immediate payment of the full amount of the Debt. As of the date hereof, the outstanding Debt is approximately \$33,839,456.09, which amount is exclusive of accrued fees, costs and expenses that have been incurred by the Agent and the Lenders and are obligations of the Borrowers and the Guarantors. In accordance with the provisions of the Loan Agreement and the other Loan Documents, until indefeasible payment in full of the Debt and the other Loan Obligations, interest (at the

applicable rate set forth in the Loan Documents, including, without limitation, the Default Rate) shall continue to accrue and the Borrowers and the Guarantors shall continue to be liable for the payment of all fees, costs and expenses incurred by the Agent and the Lenders, including, without limitation, internal and external attorneys' fees, as well as all costs of collecting the Debt and the other Loan Obligations.

If the Borrowers or the Guarantors fail to immediately remit to the Agent the full and indefeasible payment in cash of the entire Debt, the Agent and the Lenders reserve the right to pursue all rights and remedies available to them under the Loan Agreement, the other Loan Documents and applicable law.

Any partial payment by the Borrowers, the Guarantors or any other Person of any amount owing to the Agent under the Loan Agreement may, at the Agent's option, be accepted and applied to any due and unpaid balance in its sole discretion. If so accepted, however, such partial payment shall be without waiver of or prejudice to any rights or remedies available to the Agent and the Lenders on account of any violations of the Loan Agreement or any of the other Loan Documents including, without limitation, the current Events of Default that have occurred under the Loan Agreement (the "Subject Defaults").

Please be advised that the Agent and the Lenders hereby reserve all rights under the Loan Agreement and the Loan Documents, including with regard to any additional Events of Default. Any action or inaction that the Agent or the Lenders determine, in their sole discretion, to take from and after the occurrence of the Subject Defaults shall not operate as a waiver of any Subject Defaults or Events of Default or any right or remedy under the Loan Agreement or Loan Documents, and will not be deemed to establish a course of conduct nor justify an expectation by the Borrowers or the Guarantors that the Agent or any Lender will take any further action or continue to not take any action and will not preclude the Agent or any Lender from exercising any and all remedies available at any time thereafter. The Agent and the Lenders hereby further expressly reserve every right, power and remedy specifically provided by the Loan Agreement and Loan Documents, now or hereafter existing at law, in equity or by statute and each and every right, power and remedy, whether specifically given by the Borrowers or otherwise existing, which may be exercised from time to time and as often and in such order as may be deemed expedient by the Agent or any Lender and the exercise or beginning of the exercise of any such right, power or remedy shall not be construed as a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

The Agent and the Lenders acknowledge that discussions addressing the Subject Defaults may take place in the future. During the course of such discussions, the Agent, the Lenders, the Borrowers and the Guarantors may touch upon and possibly reach a preliminary understanding on one or more issues prior to concluding negotiations. Notwithstanding this fact and absent an express written waiver by the Agent and the Lenders, the Agent and the Lenders will not be bound by an agreement on any individual issue unless and until an agreement is reached on all issues and such agreement is reduced to writing and signed by the Agent, the Lenders, the Borrowers and/or the Guarantors, if applicable.

As of the date of this letter, there are no offers outstanding from the Agent or any Lender to the Borrowers or the Guarantors. There are no oral agreements between the Agent or any

Lender and the Borrowers or the Guarantors and any agreements concerning the Loan Obligations are expressed only in the existing Loan Agreement and the other Loan Documents. The duties and obligations of the Borrowers, the Guarantors, the Lenders and the Agent shall be only as set forth in the Loan Agreement and Loan Documents.

[Remainder of page left intentionally blank.]

Very truly yours,

CAPITAL FUNDING, LLC


By: _____
Name: Erik Howard
Its: Managing Director

cc:

Larry Lipschutz
4775 Collins Avenue
Apartment 901
Miami Beach, Florida 33140
(Via Federal Express Overnight Mail)

Gutnicki LLP
4711 Golf Road, Suite 200
Skokie, Illinois 60076
Attention: Abraham A. Gutnicki, Esq.
agutnicki@gutnicki.com
(via Federal Express Overnight Mail and Email)

22 Maple Street, LLC
25 Oriol Drive, LLC
59 Coolidge Road, LLC
20 Kinmonth Road, LLC
Synergy Health Centers LLC
2363 Lakewood Road, Suite 200
Toms River, NJ 08755
Attention: Zisha Lipschutz
Zisha@newenglandhc.com
(via Federal Express Overnight Mail and Email)

Aaron Lichtman
lichtman@outsidetbb.com
(via Email)